CC&Rs
Gazebo Condominiums Owners' Association, Inc.

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AMENDED
RESTATED PLAN OF DEVELOPMENT
FOR
TUCKAWAY OF GREENFIELD

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2. Description of Real Estate. The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the nine condominium associations as shown on Exhibit "A" and described below.

(a) Amberwood Condominium Assoc. Parcel 1 and Parcel 2 of Certified Survey map No. 3550, being a part of the Southwest ¼ and the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(b) Cambridge Village Condominium Assoc. Parcel 1 of Certified Survey Map No. 5046, being a part of the Southwest ¼ and the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(c) Camelot Village Assoc., Inc. Lot 1 of Certified Survey Map No. 757, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(d) The Cloisters of Tuckaway. Bounded on the north by West Edgerton Ave., on the east by Camelot Village, on the south by Canterbury Road West, and on the west by Tuckaway Blvd. South. Further described by plat of survey No. 128051-E performed January 28th, 1971 by National Survey Services, Inc..

(e) Gazebo Condominiums. Parcel 1 of Certified Survey Map No. 5037, being a part of the Northwest ¼ and the Southwest ¼ of the Southeast ¼ and the Northeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(f) Hidden Oaks Condominiums of Greenfield. Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest ¼ and the Southwest ¼ of the Southeast ¼ and the Northeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the city of Greenfield, Milwaukee County, Wisconsin.

(g) LaCasa Real Condominium Assoc. Parcel 1 of Certified Survey Map No. 5007, being a part of the Northwest ¼ of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, and Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

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(h) Windermere Estates Condominiums, Inc. Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(i) Woodbridge of Tuckaway. Parcel 1 and Parcel 2 of Certified Survey Map No. 1512, being a part of the Northwest ¼ and the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

3. Excluded Lands. On October 1, 1987 an amendment to the Restated Plan of Development excluded from the Plan the parcels of land as shown on Exhibit "A" and described below:

Parcel 1 of Certified Survey Map No. 5208
Parcel 2 of Certified Survey Map No. 5208
Parcel 3 of Certified Survey Map No. 5037

The parcels were purchased by Capital Associates, and the Oaks of Greenfield Condominium was subsequently constructed on Parcel No. 3. The owner of the above described Excluded Lands shall have the right for the benefit of any part of the Excluded Lands to connect to all utility services now or hereafter serving the Real Estate. The owner of the Excluded Lands shall have no easement or right-of-way with respect to any Tuckaway of Greenfield, Inc. current development roads.

4. Definitions. The following terms, whenever used in this Plan, and in the Articles of Incorporation and By-Laws of Tuckaway of Greenfield, Inc. shall be defined as follows:

(a) "Owner". Record owner, whether one or more persons or entities, of the fee simple title to any portion of the Real Estate including a condominium owner. A purchaser in possession of any property subject to a land contract, instead of the vendor, shall be considered the owner.

(b) "Condominium Project". Any development located upon the Real Estate and declared to be a condominium pursuant to the Unit Ownership Act of the Wisconsin Statutes.

(c) "Plan of Development" or "Plan". The provisions set forth in the entire document, as the same may be amended from time to time.

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(d) "Common Areas and Facilities". Real property and any personal property acquired by Tuckaway of Greenfield, Inc. which are intended to be devoted to the common use and enjoyment of all owners of the entire Real Estate.

(e) "Real Estate". The entire real property which is subject to this Plan.

(f) "Corporation". Tuckaway of Greenfield, Inc., a nonstock corporation formed pursuant to Chapter 181 of the Wisconsin Statutes.

5. Board of Governors.

(a) The Directors of the Corporation shall be known as the Board of Governors (sometimes the "Board") and the members of the Board shall be referred to as Governors.

(b) Each of the nine condominium projects shall be entitled to elect or appoint one Governor.

(c) Governors shall serve on the Board for a term of three years from the date of election or appointment or until the election or appointment of a successor whichever shall first occur, provided, however, that no term shall expire until a successor has been elected or appointed.

(d) The rights, powers, duties and obligations of the Board shall be as set forth in the Plan and the Articles of Incorporation and By-Laws of the Corporation as amended from time to time.

6. Vote of Governors. Each Governor shall be entitled to one vote upon each matter submitted to a vote.

7. Utilities.

(a) Easements have been granted and are hereby confirmed in favor of and for the Benefit of the Board, the City of Greenfield, the Milwaukee Waterworks, the Milwaukee Metropolitan Sewerage District, the Wisconsin Electric Power Company, the Wisconsin Natural Gas Company, the Wisconsin Telephone Company and all other appropriate municipal corporations, public utility companies and quasi-municipal corporations and quasi-public utility companies for the right to install, maintain, repair

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and replace all sewer mains and laterals, all water mains, laterals and hydrants, all electric power lines and cables and other necessary utility equipment and facilities upon, in and above the Real Estate and further to use all means necessary to implement the purposes of this easement. However, no one shall be permitted to erect any poles or transmission mains or lines above ground without the express written consent of the Board.

(b) If and to the extent that a municipality or utility company is not obligated and responsible for maintaining, repairing and replacing any utility serving the Real Estate generally such as mains, etc., as compared to the service to any individual condominium or other project then this obligation and responsibility shall be under the management and control of the Board as an expense payable from the general assessment as provided in this Plan.

(c) The Board may promulgate and enforce rules and regulations affecting common utilities upon, in and above the Real Estate.

8. Development Roads.

(a) Attached to this Plan as Exhibit "B" is a sketch of the Real Estate showing those roads upon the Real Estate which are designated "Development Roads". The existing Development Roads serve only Camelot, Woodbridge, Cloisters, LaCasa Real, Windermere and the one building (6 units) of Hidden Oaks facing Tuckaway Boulevard. If in the future the owner of any roadway not presently designated a Development Road wishes such designation and wishes to convey the roadway to the Corporation, the Board shall not be required to accept any such designation or conveyance unless the Board, in its sole discretion, determines that the roadway will serve the benefit of at least three condominium projects or home-owner associations provided, however, that the Board shall accept any such road now or hereafter constructed if designated by the City of Greenfield or applicable governing municipality. Upon any additional roadway being designated a Development Road the Board shall determine which additional condominium projects or home-owner association, if any, are served by Development Roads.

(b) All Owners served by a Development Road shall have an easement for the benefit of themselves, their families, tenants, employees, invitees and permitees to use all Development Roads presently constructed or hereafter to be constructed.

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(c) The Corporation shall maintain, repair or replace all Development Roads wherever located on the Real Estate and whether or not owned by the Corporation, as an expense payable from the roadway assessments as provided in paragraph 13(e) of this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting Development Roads.

9. Fence and Other Common Areas and Facilities.

(a) No Owner or project association may remove or change the location of the existing chain-link fence surrounding the Real Estate except that the Board shall have the right, at its option, to remove, replace or change the location of the fence.

(b) The Corporation shall maintain, repair and replace the existing chain-link fence described above at the expense of all Owners determined and enforceable in the same manner as perimeter and area assessments as provided in paragraph 13(d) of this Plan.

(c) The Corporation shall maintain, repair and replace all other common areas and facilities owned by the Corporation as an expense from the general assessments as provided in this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting the common areas and facilities owned by the Corporation.

10. Insurance.

(a) The Board shall obtain, maintain and pay the premiums upon such insurance as may be required to indemnify the City of Greenfield for any losses caused by the eruption, breaking, leaking or destruction of the water mains and related appurtenances located upon the Real Estate, all pursuant to any agreement executed or to be executed between the City of Greenfield and the Corporation.

(b) The Board shall provide and the Corporation shall pay for public liability insurance policies in such amounts and in such form as the Board may determine to be necessary in connection with the risks of the Corporation under the provisions of this Plan.

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(c) The Board shall provide and the Corporation shall pay for workmen's compensation insurance coverage in such amounts and in such form as the Board may determine to be necessary.

(d) The Board shall provide and the Corporation shall pay for fidelity bonds on such Governors, officers or employees and in such amounts as the Board shall determine to be necessary.

(e) The Board shall provide and the Corporation shall pay for insurance coverage for loss by such hazards as the Board deems necessary to common areas and facilities owned by the Corporation or within its responsibility for management and control. In the event of any destruction to the common areas or facilities, they shall be reconstructed and repaired by the Board acting for the Corporation as soon as practicable. Insurance proceeds which may be paid or payable to the Corporation as a result of such destruction shall be deemed trust funds to be used for the express purpose of such reconstruction. If there are no insurance proceeds or if the insurance proceeds are not sufficient to pay the total cost of reconstruction and repair the deficiency shall be paid by all owners as a special assessment as provided in this Plan.

11. Operation of Condominiums and Other Projects.

(a) Each condominium or home-owner association and each Owner of a portion of the Real Estate not owned in conjunction with condominium or home-owner association jurisdiction shall carry out its obligations to maintain the exterior of all improvements within its jurisdiction or ownership in good order and repair and to maintain all lawns, parking lots and other land areas within its jurisdiction or ownership in good appearance and free from debris all in a manner as is consistent with good property management. In the event an association or such Owner shall fail to perform the obligations specified in this paragraph after notice from the Board in a manner and within such time as the Board deems reasonable under the circumstances, the Board may, upon an approval by 2/3 vote of members attending a properly constituted meeting, have the right to enter upon the property to repair and maintain the exterior of any building and any land area. All costs of such maintenance or repair shall become a parcel assessment upon such property as provided in this Plan.

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(b) In the exercise of its independent jurisdiction or ownership, each association or Owner shall not take any action which is in conflict with the provisions of this Plan.

12. Compliance; Enforcement; Fines and Penalties.

(a) All Owners and residents shall comply with the rules and regulations which may be enacted by the Board pursuant to the provisions of this Plan, with the Articles of Incorporation and By-Laws of the Corporation, with all federal, state and local laws relating to the Real Estate and with all notices for compliance from the municipality or other governmental authority. If any Owner fails to so comply, the Owner may be sued for damages caused by the failure or for injuctive relief, or both by the Corporation or by any other unit owner.

(b) The Board may prescribe fines and penalties for failure of the residents or Owners to comply with the duties and obligations hereunder and they may also prescribe fines and penalties for the violation of any acts prohibited in this Plan or the By-Laws of the Corporation. Such fines or penalties, if unpaid, shall become a lien upon the Owner's interest in the Real Estate and shall remain a lien until paid in full; such fines and penalties shall also become a personal obligation of the resident or Owner. Enforcement may be by an action at law or by an action to foreclose the lien and violations may be enjoined.

13. Assessments.

(a) Each Owner by acceptance of a deed at any time after April 13, 1968, whether or not so expressed in such deed, shall be deemed to covenant and agree to pay to the Corporation assessments which may be charged by the Board in the following categories: General assessments and special assessments (formerly paragraph 34 of the By-Laws), parcel assessments (formerly paragraph 35 of the By-Laws), perimeter and area assessments (formerly paragraph 11 of the Plan) and roadway assessments (formerly part of paragraph 34 of the By-Laws).

(b) General assessments.

(i) The Board shall establish a "general account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of utilities, other areas and facilities of the Real Estate and insurance all as described in paragraphs 7, 9(c) and 10 of this Plan.

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(ii) Prior to the beginning of each fiscal year of the Corporation the Board shall prepare a budget of the expenditures which it proposes to make for the general account for the ensuing year and send a copy to all Owners. Not less than 15 nor more than 30 days thereafter, the Board shall vote upon adoption of the budget, with each Governor representing a condominum project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget shall be levied and assessed equally upon all Owners of living units as declared as of the first day of the fiscal year for such budget; however if any portion of the Real Estate is developed with other than living units, there shall first be an apportionment of the assessment based upon the ratio of the assessed value of each nonliving unit development to the assessed value of the Real Estate; the nonliving unit development or developments shall pay the proportions so determined by this method and the living units shall pay the remaining amount of the budget on the basis of an equal amount for each living unit.

(iv) If because of casualty loss or other emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current general budget, available reserves and other available general funding, the Board may impose an additional assessment upon Owners if approved by not less than 4/5 of the votes of all existing Governors. The amount of such assessment shall be allocated to Owners in the same manner as annual general assessments.

(c) Parcel assessments.

If and to the extent the Board of Governors proposes to expend or has expended funds for the benefit of an individual condominium project or a separate parcel of the Real Estate in accordance with its powers described in paragraph 11 of this Plan, all owners of the condominium project or parcel shall be obligated to reimburse the Board of Governors promptly when billed and the amount so billed shall be an assessment until paid. In the case of a condominium project or home owner association project, each owner shall be billed and assessed that proportion of the total billing and assessment of the project which the interest in common areas and facilities appurtenant to his unit bears to the total of all such interests for the project.

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(d) Perimeter and area assessments.

(i) All assessments on the perimeter and area benefit assessments assessed by the City of Greenfield, County of Milwaukee or any other appropriate governmental body against any of the Real Estate shall be paid by the Board and charged by the Board to all Owners as provided in this paragraph. The perimeter and area benefit assessments shall include, but not be limited to, those special assessments charged by an appropriate governmental body against the Real Estate or parts thereof for installation and maintenance of water and sewer systems, construction of streets, roadways and sidewalks.

(ii) Perimeter and area benefit assessments shall be apportioned amongst the Owners based upon the ratio which the assessed value of each living unit bears to the entire assessed value of the Real Estate.

(e) Roadway assessments.

(i) The Board shall establish a "roadway account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of Development Roads as described in Paragraph 8 of this Plan. Examples of such expenses shall include repair, maintenance, replacement, snow plowing, lighting and insurance.

(ii) Prior to the beginning of each fiscal year of the Corporation, the Board shall prepare a budget of the expenditures which it proposes to make for the roadway account for the ensuing year and send a copy to all Owners served by the Development Roads. Not less than 15 nor more then 30 days thereafter, the Board shall vote upon adoption of the roadway budget, with each Governor representing a condominium project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget for Development Roads shall be levied and assessed equally upon all Owners of living units in condominium projects or other membership organizations served by Development Roads as declared as of the first day of the fiscal year for such budget.

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(iv) If because of an emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current roadway budget, available reserves and other available roadway finding, the Board may impose an additional assessment upon Owners served by Development Roads if approved by not less than four-fifths of the votes of all existing Governors representing condominium projects or other membership organizations served by Development Roads. The amount of such assessment shall be allocated to Owners served by Development Roads in the same manner as annual roadway assessment.

(f) Any costs incurred by the Board which are caused by the act or omission of any Owner shall entitle the Board to charge such Owner for the reasonable amount incurred or to be incurred as an assessment.

(g) All Owners shall pay the assessments which may be levied and charged against them by the Board. All assessments shall be paid to the treasurer of the Board at the time and place designated by the Board. No Owner may exempt himself from paying his assessment by waiver of the use or benefit of the facilities or improvements which constitutes the subject matter of the assessment nor by the abandonment of his legal or equitable interest in the Real Estate affected by the assessment. All assessments charged against an Owner shall immediately become the personal debt of the Owner and shall remain so until paid. Any unpaid assessments, including interest and penalty charges, if any, shall be a lien upon the defaulting Owner's real property until paid. No conveyance shall relieve the grantor, the grantee or the property of such lien and the grantor and grantee shall be jointly and severally liable for such assessments until paid in full.

(h) There shall be no requirement to file any such lien and this Plan shall constitute sufficient notice to Owners and to all successors in title. In addition, the provisions for assessment and enforcement of liens under the Unit Ownership Act of the State of Wisconsin and under Section 289.70 of the Wisconsin Statutes (entitled Maintenance Liens) shall be applicable. The Board shall be entitled to elect which procedure to pursue in collecting assessments. All liens provided by this Plan shall have the same priority as liens of an association of unit owners under the Unit Ownership Act of the State of Wisconsin.

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(i) Each declaration of a condominium on the Real Estate shall delegate to the Board of Governors such assessment powers of the association of unit owners as are necessary to carry out the provisions of this Plan but without preventing the association of unit owners of any condominium project from levying any assessments for its own purposes.

(j) The Board shall, at the request of any Owner, his representative or mortgagee, furnish a written statement pursuant to the applicable provisions in the Unit Ownership Act of the State of Wisconsin setting forth the amount of unpaid assessments which if not provided within ten days after the request shall bar the Board from claiming any lien unless filed with the Register of Deeds for Milwaukee County, Wisconsin prior to the request for the statement. Upon payment of an assessment which shall have become a recorded lien, the Board shall furnish a receipt showing payment and, at the expense of the owner, a release of lien in recordable form.

(k) For convenience of administration normally the assessments upon Owners in a condominium or home-owner association project will be billed to the association for collection from individual Owners and remittance to the treasurer of the Corporation however utilization of this procedure shall not be a waiver of rights of the Corporation against any Owner who fails to pay any assessment provided in this Plan.

14. Qualification as Homeowners Association.

(a) The Corporation is intended to qualify as a Homeowners Association as that term is defined in the Internal Revenue Code.

(b) No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing or providing management, maintenance, and care of "association property", as that term is defined in the Internal Revenue Code, and other than by a rebate of excess fees or assessments) to the benefit of any Owner, member or individual.

15. Amendments. This Plan may be amended by an affirmative vote of not less than 4/5 of the votes of all existing Governors. Copies of such amendments shall be certified by the President and Secretary of the Corporation and shall be in recordable form. A copy of the amendment shall be filed with the Register of Deeds for Milwaukee County, Wisconsin and a copy of the amendment shall be mailed or delivered to each Owner.

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16. Severability. The provisions of the Plan and the By-Laws shall be considered severable; if any of the provisions are declared to be void, invalid or illegal by any statute or decree of any court, this shall not in any way affect the other provisions of this Plan or the By-Laws.

17. Interpretation as One Document. This Plan and the Articles of Incorporation and By-Laws of the Corporation shall be interpreted as one document for all purposes to carry out the intent of these documents. All portions of the Unit Ownership Act of the State of Wisconsin which are applicable to the intent of these documents are incorporated by this reference.

18. Covenants Run With Land; Successors. This Plan shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of all Owners, occupants and parties claiming an interest in the Real Estate and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Tuckaway of Greenfield, Inc., having duly adopted this restated Plan of Development by appropriate corporate action, has caused this document to be executed on date first above written by its President and Secretary being authorized to so act.

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CONSENT

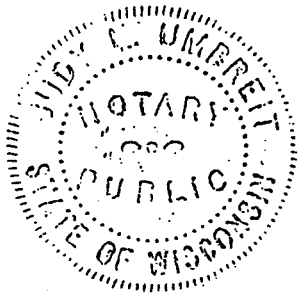
Tuckaway of Greenfield, Inc., a Wisconsin Corporation, as described in the foregoing Restated Plan of Development, hereby consents to and agrees to be bound by the maintenance responsibility and perimeter and area benefit assessment provisions of the Plan.

Dated 4th day of June, 1999.

TUCKAWAY OF GREENFIELD, INC.
BY Irene B. Michaelis
President

Attest:

BY _____
Secretary



State of Wisconsin
Milwaukee County

Judy L Umbrect
NOtary Public, State of Wisconsin

6/6/99
My commission expires

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IN WITNESS WHEREOF, this Document has been executed this 4th day of June 1999.

TUCKAWAY OF GREENFIELD, INC.

BY Irene B Michaelis

_____, President

Attest:

BY James L. Umbreit

_____, Secretary

NOTARIZATION

Personally came before me this 4th day of June, 1999, Irene B, Michaelis, President and James L. Umbreit, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and secretary of said corporation, and acknowledged that they execut ed the foregoing instrument as such officers as the deed of said corporation, by its authority.

JUDY L. UMBREIT NOTARY PUBLIC STATE OF WISCONSIN

Judy L. Umbreit

Notary Public, Milwaukee County, Wisconsin

My Commission Expires 6/6/99

This instrument was drafted by Morton M. Grodsky

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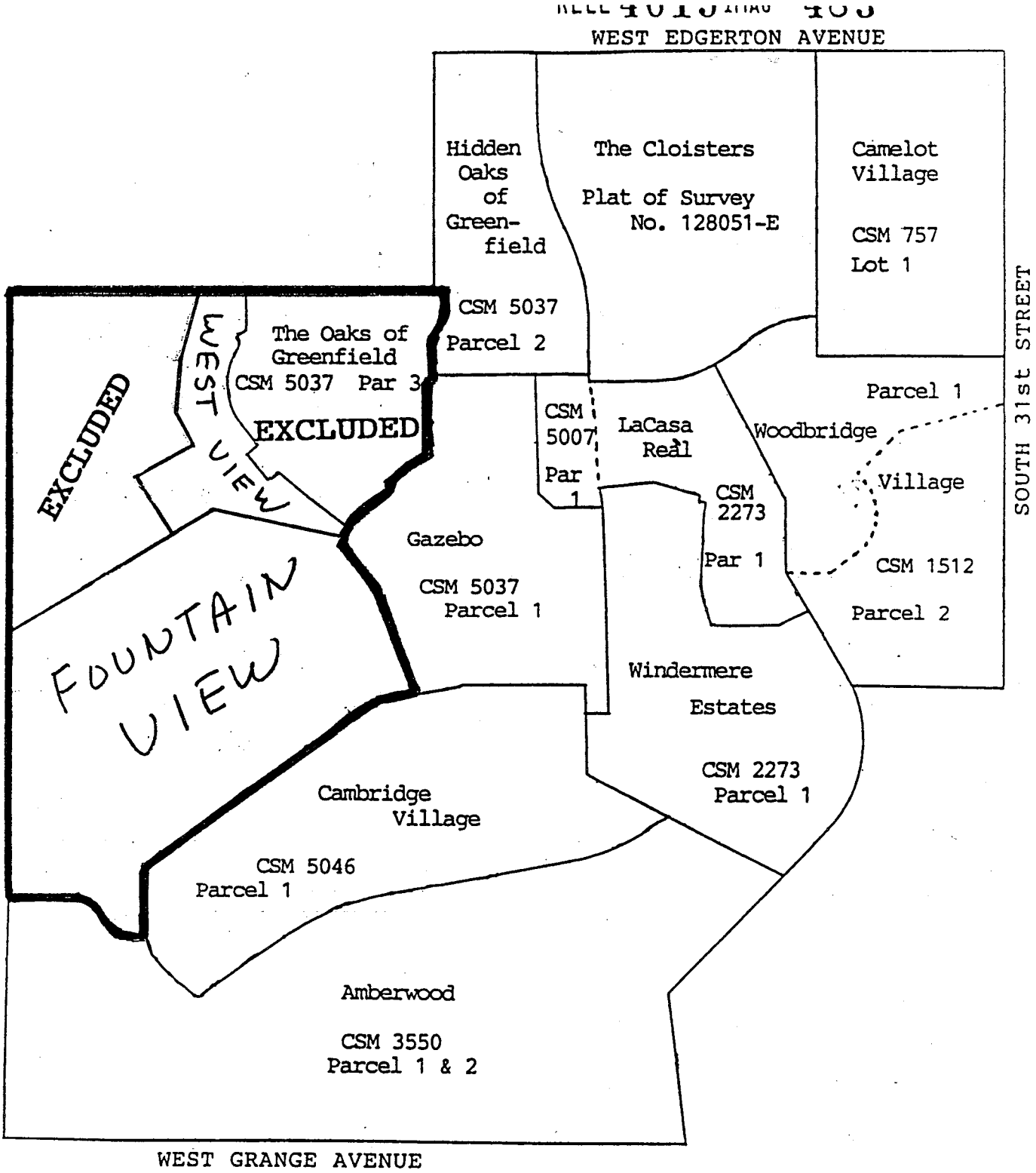

E X H I B I T "A"

THE REAL ESTATE

AND

EXCLUDED LANDS

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REEL 4615 IMAG 484

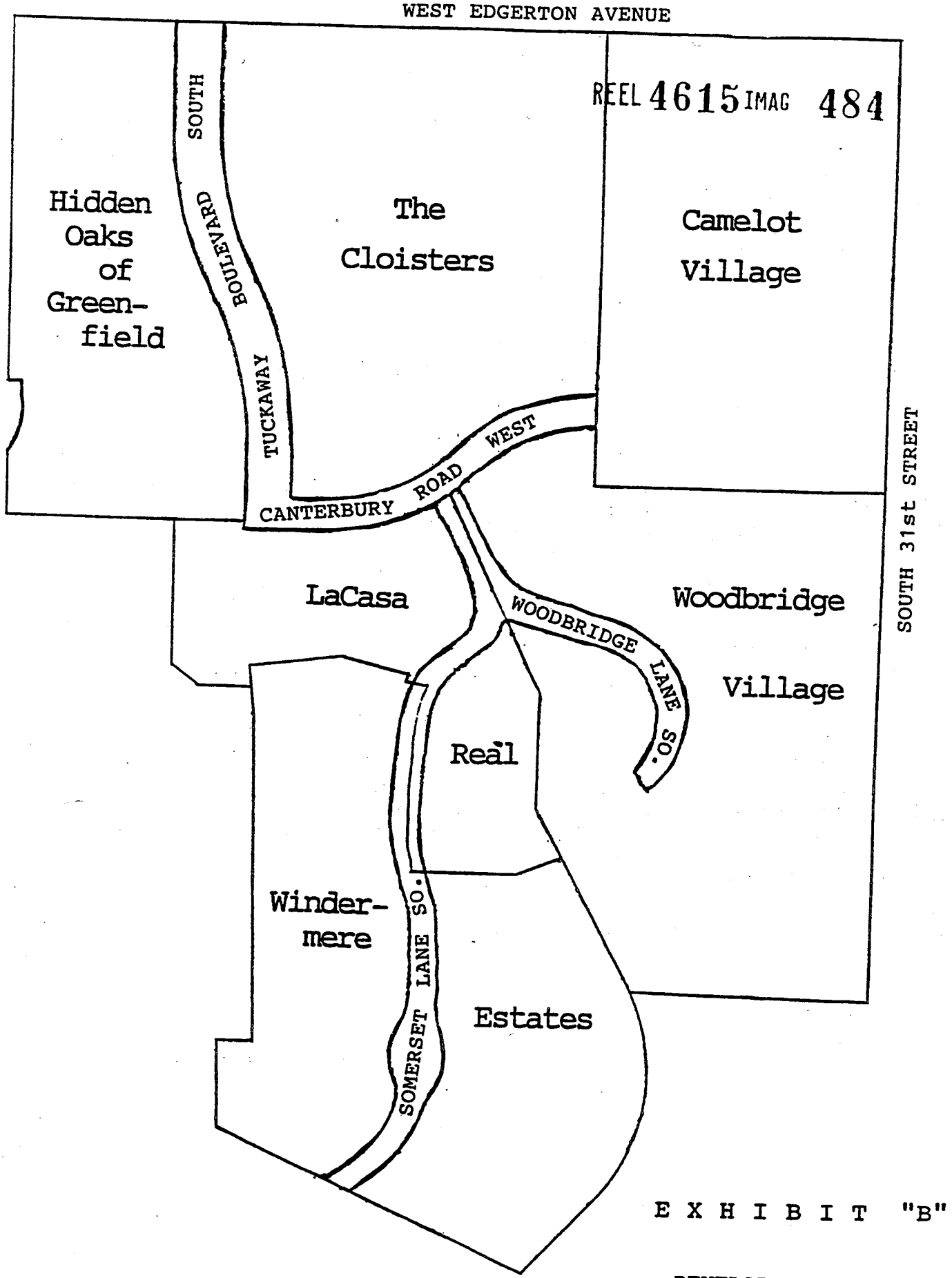

EXHIBIT "B"

DEVELOPMENT ROADS

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TUCKAWAY OF GREENFIELD, INC. AMENDMENT TO THE AMENDED RESTATED PLAN OF DEVELOPMENT DATED JUNE 4, 1999

DOC. # 8691389

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 11:03 AM

12-01-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5721

IMAGE 4894

On the 19th day of November, 2003, the Board of Governors of Tuckaway of Greenfield, Inc. adopted a Resolution amending The Amended Restated Plan for Tuckaway of Greenfield dated June 4, 1999 which was recorded on July 29, 1999 in the office of the Register of Deeds for Milwaukee County, Wisconsin as document 7781232. The purpose of the Resolution was to accept Fountainview Condominium as a member of Tuckaway of Greenfield, Inc.. The amendment follows:

Item 1: Change paragraph 2 to read as follows:

The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the ten condominium associations as shown on Exhibit "A" and described below.

RET TO:
Lee Solda
5429 Somerset La. So.
Greenfield, WI 53221

Item 2: Add a sub-paragraph to paragraph 2 as follows:

(J) Fountainview Condominium, Parcel 3 of survey map No. 7048

Item 3: Add a sub-paragraph to paragraph 3 as follows:

(A) On December 21, 2001, Fountainview Development Group LLC purchased parcels 1 and 2 shown on Certified Survey Map No. 5208 and re-divided the land as shown on CSM No. 7048. Parcel 3 of CSM No. 7048 indicates the boundaries of Fountainview Condominium. Parcels 1 and 2 of CSM No. 7048 remain as excluded lands as shown on revised Exhibit "A".

Item 4: Change paragraph 5 (b) to read as follows:

Each of the ten condominium projects shall be entitled to elect or appoint one Governor.

IN WITNESS WHEREOF, this Document has been executed this 21st day of November 2003.

TUCKAWAY OF GREENFIELD, INC.

BY Irene B. Michaelis
President

Attest: AKA Tina STEWART

BY Clementean Stewart
Secretary

NOTARIZATION

Personally came before me this 21st day of November, 2003, Irene B. Michaelis, President and Tina Stewart, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and secretary of said corporation, and acknowledged that they executed the forgoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Milwaukee County, Wisconsin
My Commission Expires 8/26/07

This document was drafted by Lee Solda and Ken Hoffmeyer

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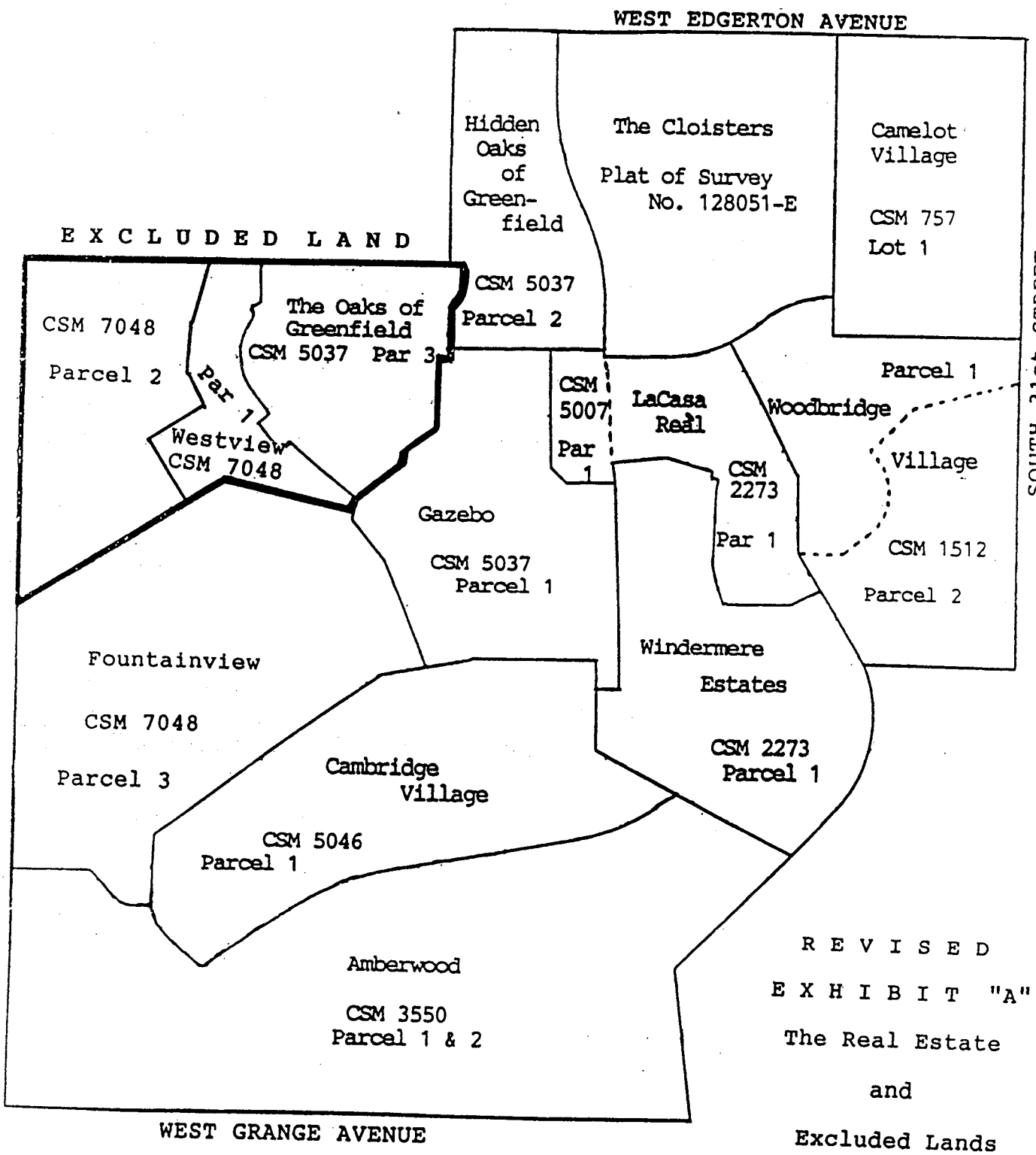

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AMENDED BY-LAWS

FOR

TUCKAWAY OF GREENFIELD, INC.

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AMENDED BY-LAWS
FOR
TUCKAWAY OF GREENFIELD, INC.

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1. General. A Restated Plan of Development for Tuckaway of Greenfield, Inc. was recorded in the office of the Registrar of Deeds for Milwaukee County on July 29, 1999 as document No. 7781232. These By-Laws, adopted by the Board of Governors on January 17, 2001 shall supersede and replace all prior By-Laws of the corporation. The terms and provisions of the Restated Plan and all amendments (the "plan") are incorporated into these By-Laws by reference. These By-Laws and all amendments shall be binding upon all members of Tuckaway of Greenfield, Inc. all present and future owners of real estate located in Tuckaway of Greenfield and the heirs, devisees, personal representatives, successors, assigns, tenants, future tenants, agents, employees, invitees and permissive users of such present and future owners.

2. Board of Governors. The affairs of the corporation shall be governed by a board of directors denominated the Board of Governors. The Board shall consist of such number as provided in the Plan.

3. Members. A person shall become a member of Tuckaway of Greenfield, Inc., upon his election or appointment as a Governor to the Board of Governors as provided in the Plan. A Governor's membership in the corporation shall terminate upon the election or appointment of a successor, or upon his removal, resignation or death. The corporation shall have no other members except such Governors.

4. Annual Meetings. The annual meeting of the corporation shall be held on the first Saturday in the month of May for each year.

5. Regular Meetings. Regular meeting, other than the annual meeting, of the corporation may be held at such time and place as shall be determined by a majority of the members of the Board of Governors.

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6. Notice of Meetings. At least five days prior to each annual or regular meeting of the corporation, the Secretary shall give notice thereof, either personally or by mail, to each Governor. Such notice shall state the time and place for such meeting. The mailing of the notice to the last known address of each Governor shall be considered sufficient compliance with this notice requirement. It shall be the duty of each Governor to keep the Secretary advised of his current mailing address, and the Secretary shall not be responsible for failure of the Governors to keep him so advised.

7. Special Meetings and Notice. Special meetings of the corporation may be called by the President upon giving three days notice to each Governor. Notice of such special meetings shall be given personally or by mail. Such notice shall state the time, place and purpose of the meeting. Special meetings of the corporation shall also be called by the President or Secretary in like manner and on like notice upon the written request of at least four Governors.

8. Quorum. A majority of the number of members of the Board of Governors as then provided by the Plan shall constitute a quorum for all meetings.

9. Powers of Board. The Board shall have the full power and authority necessary for the complete enforcement and administration of the provisions of the Plan, these By-Laws, rules and regulations promulgated thereunder and any amendments thereto.

10. Compensation. The Board of Governors may establish and pay reasonable compensation for services rendered to the corporation by the Governors, officers or others.

11. Manner of Acting. The act of a majority of the Governers present at a meeting at which a quorum is present shall be the act of the Board of Governors.

12. Term of Governors. The term of office for Governors shall be as set forth in the Plan.

13. Removal of Governor. A Governor may be removed from office at any time by the ownership interest responsible for the election or appointment of such Governor

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as set forth in the Plan. Written notice of removal shall be mailed or delivered to the Secretary of the Board of Governors and to the Governor affected by such removal.

14. Vacancies in the Board of Governors. Any vacancy which may occur in the Board of Governors, may be filled only by election or appointment by owners as provided in the Plan.

15. Waiver of Notice. Before or at any meeting of the corporation, any Governor may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Governor at any meeting shall be a waiver of notice by him of the time and place thereof, except where a Governor attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

16. Fidelity Bonds. The Board of Governors may require any officer or employee of the corporation to furnish adequate fidelity bonds. The cost of such bonds shall be paid for by the corporation.

17. Principal Officers. The principal officers of the corporation shall be a President, Vice-Presdient, Secretary and Treasurer, all of whom shall be elected by and from the Board of Governors. The Governors may appoint such assistants and such other officers as in their judgment may be necessary.

18. Term of Office and Election of Officers. The officers of the corporation shall be elected annually by the Board of Governors at the annual meeting of the corporation. Each officer shall hold his office until his successor shall have been duly elected or until his death, resignation or removal, whichever shall first occur.

19. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Governors, any officer may be removed, either with or without cause, and his successor elected at any annual meeting, regular meeting, or at any special meeting called for such purpose.

20. Vacancies in the Principal Offices. If, because of death, resignation, removal, disqualification or

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otherwise, a vacancy shall occur in any of the principal offices of the corporation, such vacancy shall be filled by the Board for the unexpired protion of the term.

21. President. The President shall be the chief executive office of the corporation, and he shall, when present, preside at all meetings of the corporation. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Governors, any deeds, mortgages, bonds, contracts, or any other instruments which the Board of Governors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Governors or by statute to some other officer or agent of the corporation. The President shall have all the general powers and duties which are usually vested in the office of the President of a corporation.

22. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Governors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the President or Board of Governors.

23. Secretary. The Secretary shall keep the minutes of all meetings of the corporation, shall give or cause to be given, in accordance with the provisions of these By-Laws or requirements of law, all notices of the corporation, shall have charge of all corporate books, records, papers and the seal of the corporation and shall, in general, perform all the duties incident to the office of Secretary of a corporation and such other duties as may be assigned to the Secretary by the President or Board of Governors.

24. Treasurer. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the corporation. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the corporation in such depositaries as may, from

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time to time, be designated by the Board of Governors. The Treasurer shall also be responsible for the billing and collection of all assessments made by the corporation and shall perform such other duties as may be assigned to the Treasurer by the President or Board of Governors.

25. Committees of Governors. A resolution adopted by an affirmative vote of the majority of the then existing Governors may designate one or more committees consisting of two or more Governors on each committee, and such committee shall act for and in behalf of the Board to the extent provided for in said resolution. Such committees, however, shall have no authority with respect to the election of officers or the appointment of any committees pursuant to this section. Alternate members of any such committees may be elected by the Board, and such alternate committee members shall take the place of any absent member or members at any meeting of such committee when requested to do so by the President or the chairman of the meeting. Each such committee shall fix its own rules governing the conduct of its activities and make such reports to the Board of its activities as the Board or the President may from time to time require.

26. Contracts of the Corporation. Any officer or officers, agent or agents of the corporation may be authorized by the Board of Governors to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. The authorization so given may be either general or confined to specific matters.

27. Loans of the Corporation. Unless authorized by a resolution of the Board of Governors, no loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in the name of the corporation. Any authorization so given may be either general or confined to specific matters.

28. Checks of the Corporation. The officer or officers, agent or agents of the corporation who have been so authorized by a resolution of the Board of Governors shall sign all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness which have been issued in the name of the corporation.

29. Deposits of the Corporation. All funds collected by the corporation which are not otherwise employed

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shall be, from time to time, deposited in such banks or depositaries as may be authorized by the Board of Governors.

30. Fiscal Year of the Corporation. The fiscal year of the corporation shall begin on the first day of April and end on the 31st day of March in each year.

31. Corporate Seal. A corporate seal shall be provided by the Board of Governors of the corporation. Such corporate seal shall have the following words inscribed thereon: "Tuckaway of Greenfield, Inc., Corporate Seal, Wisconsin".

32. Amendments. At any special meeting of the Board of Governors called for such purpose or at any annual or regular meeting, these By-Laws may be amended by an affirmative vote of at least two-thirds of all of the members of the corporation.

33. Additional Powers. In addition to the powers and duties enumerated herein, the corporation, by the Board of Governors, shall have such other powers and duties as may be conferred and required by the Plan.

34. Liability of Governors. The members of the Board of Governors shall not be liable to the owners for any mistake of judgment, failure to adhere to the provisions of the Plan or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The owners shall indemnify and hold harmless each member of the Board of Governors against all contractual liability arising out of contracts made by the Board of Governors on behalf of the corporation unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Governors shall have no personal liablity with respect to any contract made by them on behalf of the corporation. It is also intended that the liability of the owners arising out of any contract made by the Board of Governors or out of the indemnity in favor of members of the Board of Governors shall be shared in the same manner as general assessments as provided in paragraph 13(b) of the Plan. At the option of the Board of Governors, directors' liability insurance may be obtained and shall be paid for as an expense of the corporation.

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RULES AND REGULATIONS

FOR

TUCKAWAY OF GREENFIELD

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Rules and Regulations
For
Tuckaway of Greenfield

General

By the powers granted to the Board of Governors for Tuckaway of Greenfield, as specified in item number nine in the Amended Restated By-Laws for Tuckaway of Greenfield, Inc., the Board of Governors hereby creates this document to be known as Rules and Regulations for Tuckaway of Greenfield. The sole purpose of this document is to maintain and/or improve the quality of life for those members of Tuckaway of Greenfield as defined in the Amended Restated Plan of Development for Tuckaway of Greenfield. This document, adopted on February 19, 2003, supercedes all previous Rules and Regulations for Tuckaway of Greenfield.

This original document is to be presented to the Board of each Association listed in the Amended Restated Plan of Development for Tuckaway of Greenfield by their respective governor. Each Association is then responsible for the creation of copies and the distribution of said copies to all members within their Association.

Changes and Amendments

Changes and/or amendments to this document will be effected only via a motion from an active member of the Board of Governors and carried by a 2/3rd majority vote by the Board. At such time, a copy of said change or amendment is to be distributed to each Association via their respective Governor. Each Association is then responsible for the creation of copies and the distribution of said copies to all members within their Association.

Item

1. No signs of any kind may be displayed on any properties maintained by the Board of Governors with the exception of Realtor's "Open House" signs that must be installed shortly before and removed immediately after the actual showing of the property advertised.

2. There is to be no parking at anytime on any of the roadways maintained by the Board of Governors with the exception being areas specifically identified and marked for such purpose by the Board. The roadways controlled by this rule include but are not limited to Tuckaway Boulevard, Canterbury Lane, Woodbridge Lane and Somerset Lane.

3. The owners located in Woodbridge Village, Camelot Village, LaCasa Real and Hidden Oaks, on special occasions, may park in the parking spaces on Canterbury Road. Under extenuating circumstances, permission may be granted by the Board of Governors for additional parking.

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4. Perimeter Fence Maintenance and Street Right of Ways

General:
In accordance with the Amended Restated Plan of Development, no owner or association may alter, remove or change the existing chain-link fence surrounding the Real Estate, except that the Board of Governors shall have the right at its option to remove, replace or change the location of the fence at the expense of all of the condominium owners.

Fence Replacement:
Fence replacement shall be limited to instances where the fence damage is beyond repair or it is deemed by the fence committee to be economically unfeasible to accomplish repair. The presence of rust on the fence shall not be a reason for replacement.

Street Right of Ways:
The care of the city owned right of ways is the responsibility of the adjacent condominium associations. However, for the sake of uniformity of appearance and equitable sharing of expenses, the care of the Edgerton Avenue and 31st Street right of ways is performed by the Board of Governors, a continuing policy that was adopted in 1994. Funding is provided by the Developmental Roads budget. The care of the Grange Avenue right of way is funded and maintained by Amberwood, Cambridge Village and Fountainview Condominiums.

Trees and Shrubs:
The care of trees and shrubs on either side of the fence or on the fence line, except those on the city owned right of way, is a responsibility of the condominium association owning the land where they are located. However, the care of trees or shrubs outside of or on the fence line, and the trimming or removal of branches from trees which overhang the fence, is a responsibility assumed by the Board of Governors for the sake of uniformity and equitable sharing of expenses. This assumed responsibility applies only to the perimeter fence along the Edgerton Avenue and 31st Street right of ways. Healthy and desirable trees in which the fence wires have become imbedded shall not be removed because they are located on the fence line. In the event of fence replacement, consideration shall be given to circumventing the trees. Dead or undesirable trees in which the fence wires have become imbedded shall be removed by cutting off the tree at the top of the fence, leaving the trunk intact. Funding is provided by the Developmental Roads budget. It is the responsibility of the fence committee to assure that new growth on the fence line is eliminated.

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Document Number

FIRST AMENDMENT TO THE OAKS WESTVIEW AGREEMENT, DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD

Document Title

DOC # 11449221
RECORDED
09/13/2024 06:05 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

Recording Area

Name and Return Address

646-0132 through 646-0173
646-0243 through 646-0252
646-0190 through 646-0243
645-0556 through 645-0562 and 645-0564 through 645-0587

Parcel Identification Numbers (PINs)

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FIRST AMENDMENT TO THE OAKS WESTVIEW AGREEMENT, DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD

THIS FIRST AMENDMENT TO THE OAKS WESTVIEW AGREEMENT, DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD (the "**Amendment**") is made, declared and entered into as of May 8, 2024 by The Oaks of Greenfield Condominium Association, Inc., a Wisconsin corporation ("**Oaks Greenfield**"), Hidden Oaks of Greenfield Condominium Association, Inc., a Wisconsin corporation (the "**Hidden Oaks**"),Gazebo Condominium Association, Inc., a Wisconsin corporation ("**Gazebo**"), The Oaks Westview Condominium Association, Inc., a Wisconsin corporation ("**Oaks Westview**," together with Oaks Greenfield, Hidden Oaks and Gazebo, the "**Associations**").

RECITALS:

A. WHEREAS, Oaks Greenfield entered into that certain agreement captioned "THE OAKS WESTVIEW AGREEMENT" with Grandview Development Group, LLC and Oaks-Westview Development, LLC, recorded November 8, 2002 with the Milwaukee County Register's Office (the "**Recording Office**") as Document Number 8383653 (the "**Westview Agreement**").

B. WHEREAS, The Oaks of Greenfield Condominium (the "**Oaks Greenfield Condominium**") was created and the Declaration of the Oaks of Greenfield, a Condominium, recorded with the Recording Office on October 13. 1988 as Document Number 6217550, as amended by that certain First Amendment to By-Laws of Oaks of Greenfield Condominium Association, Inc., recorded with the Recording Office on November 13, 1996 as Document Number 7289994, as further amended by that certain Second Amendment to By-Laws of Oaks of Greenfield Condominium Association, Inc., recorded with the Recording Office on April 10, 2006, as Document Number 9215684, as further amended by that certain Third Amendment to By-Laws of Oaks of Greenfield Condominium Association, Inc., recorded with the Recording Office on December 7, 2015 as Document Number 10522050, as further amended by that certain Statement as to Amendment to By-Laws, recorded with the Recording Office on March 27, 2019 as Document Number 10857534, encumbering that certain property legally described in the attached **Exhibit A-1** (the "**Oaks Greenfield Property**");

C. WHEREAS, Hidden Oaks of Greenfield Condominium (the "**Hidden Oaks Condominium**") was created and the Declaration of Hidden Oaks of Greenfield, a Condominium, was recorded with the Recording Office on March 27, 1997 as Document Number 7345686, as amended by that certain Amendment to Declaration of Hidden Oaks of Greenfield, a Condominium, recorded with the Recording Office on June 30, 1999 as Document Number 7766229, as further amended by that certain By-Laws Amendment, recorded with the Recording Office on November 4, 2014 as Document Number 10414306, encumbering that certain property legally described in the attached **Exhibit A-2** (the "**Hidden Oaks Property**");

D. WHEREAS, Gazebo Condominium (the "**Gazebo Condominium**") was created and the Declaration of Condominium of Gazebo Condominiums recorded with the Recording Office on March 11, 1999 as Document Number 7707380 encumbering that certain property legally described in the attached **Exhibit A-3** (the "**Gazebo Property**"); and

E. WHEREAS, The Oaks Westview Condominium (the "**Oaks Westview Condominium**") was created and the Condominium Declaration of Conditions, Covenants, Restrictions

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and Easements for The Oaks Westview Condominiums, a Condominium recorded with the Recording Office on July 11, 2002 as Document Number 8312041, encumbering that certain property legally described in the attached Exhibit A-4 (the "**Oaks Westview Property**", collectively with the Oaks Greenfield Property, the Hidden Oaks Property, and the Gazebo Property, the "**Subject Parcels**");

F. WHEREAS, a portion of the Subject Parcels has either been improved as a private road located thereon known as South Hidden Drive, which portions of South Hidden Drive from W. Old Oaks Drive north to West Edgerton Avenue shall hereinafter be referred to as the "**Private Road**" and/or provides access to the Private Road through portions of the Subject Parcels; and

G. WHEREAS, the parties hereto wish to amend the Westview Agreement to delete Exhibit C thereto in its entirety and to create a nonexclusive easement over the Private Road and to provide for the care, maintenance and replacement of the Private Road as more fully set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto hereby agree as follows:

1. Creation of Easements. The Associations hereby declare that the Private Road shall be subject to the following easements, all of which shall be perpetual in nature and nonexclusive:

(a) **Vehicular and Pedestrian Access Easement:** An easement for ingress and egress for the purpose of granting to all of the owners of any portion (including any condominium unit (a "**Unit**") of the Subject Parcels (each an "**Owner**" and collectively, the "**Owners**") and their occupants, agents, employees, guests, licensees, and invitees vehicular access across and over the Private Road;

(b) **Utility Easement:** To the extent required to serve any Subject Parcel, a public utility easement for the purpose of permitting public utilities to install, lay, operate, repair, and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, cable television, gas, and electric service under the surface of the Private Road; and

(c) **Fire Department and Vehicular Access.** An easement for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles, including construction related access, for the purpose and granting the providers of these services vehicular and emergency access over and across the Private Road.

2. No Parking in Private Road. Parking shall not be allowed on the Private Road, except that parking shall be allowed, on a temporary basis (not to exceed twelve hours), for visitors of the Owners or service providers to the Owners. No overnight parking shall be allowed on the Private Road.

3. Owners' Easements. The easements granted to the Owners under this Amendment shall be appurtenant to and shall pass with the title to the Oaks Greenfield Property, the Hidden Oaks Property, the Gazebo Property and the Oaks Westview Property, as applicable and any portion of either the Oaks Greenfield Property, the Hidden Oaks Property, the Gazebo Property or the Oaks Westview Property. The easements created by this Amendment shall be subject to the right of the Associations, upon unanimous approval, to dedicate or transfer all, but not part, of the Private Road to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by unanimous

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consent of the Associations. No such dedication or transfer shall be effective unless the public agency, authority, or utility shall accept it.

4. Private Road Maintenance.

(a) The Responsible Party (defined herein) shall perform all Private Road Maintenance (as defined herein) as may be necessary from time to time in a good and workmanlike manner in accordance with all applicable state, local and federal ordinances, rules, regulations and laws. As used herein, "**Private Road Maintenance**" means, construction, grading, cleaning, cutting any weeds and grass thereon, snow and ice removal, repair, paving and/or reconstruction, and any other repairs or maintenance to the Private Road as reasonably determined by the Responsible Party, provided, however, (i) nothing herein shall give the Responsible Party or any other party the right to improve the Private Road beyond the quality of improvements as of the date hereof without unanimous approval of the Associations, and (ii) to the extent any one invoice for Private Road Maintenance would exceed $1,000, Responsible Party must have received estimates from two (2) to three (3) reputable contractors for such work and such invoice must be approved by a majority of the Associations.

(b) As used hereunder, the "**Responsible Party**" shall be Gazebo.

5. Private Road Maintenance Cost Reimbursement. All costs and expenses incurred by the Responsible Party for the Private Road Maintenance pursuant to Section 4 above shall be shared by and assessed to the Owners as follows:

(a) Each Owner shall be responsible for Private Road Maintenance costs ("**Maintenance Charges**") in accordance with each Owner's applicable share for its Unit as set forth on **Exhibit B** attached hereto ("**Proportionate Share**"). Payment shall be made within thirty (30) days after receipt of an invoice, together with copies of supporting documentation, from Responsible Party.

(b) The Maintenance Charges, together with interest, incidental and taxable costs, and reasonable attorneys' fees, and all other sums which may become due and payable to the Responsible Party under this Agreement shall be a charge on each Unit in the Subject Parcels and shall be a continuing lien upon the Unit in the Subject Parcels against which each such Maintenance Charge is made and shall also be the obligation of the party who was the Owner of the Unit of the Subject Parcel(s) at the time when the Maintenance Charges fell due. The obligation for delinquent Maintenance Charges shall pass to the successors in title of the Owner and the transfer of title shall not extinguish any lien created and imposed by this Section 5 except a transfer pursuant to foreclosure of a superior lien in which the lien has been extinguished by such foreclosure.

(c) The failure of the Responsible Party to send an invoice to an Owner will not relieve that Owner of liability for any Maintenance Charge or charge under this Agreement, but the lien therefor shall not be foreclosed or otherwise enforced until such Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement that the Maintenance Charge or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Responsible Party shall be under no duty to refund any payments received by it even though the ownership of a Subject Parcel changes during an assessment period, provided successor Owners shall be given credit for prepayments, on a prorated basis, made by prior Owners. Owners must notify the Responsible Party of a change of mailing address when applicable. Notice of any past due Maintenance Charge or of

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any lien may, at the Responsible Party's discretion, be given to any mortgagee, and each Owner shall, upon demand, provide the Responsible Party with the name, address and telephone number of such mortgagee.

(d) Any Maintenance Charge or installment thereof not paid when due shall be deemed delinquent and shall bear interest from thirty (30) days after the due date until paid at a rate of twelve percent (12%) per annum and the applicable Owner shall be liable for all taxable and incidental costs, including attorneys' fees, which may be incurred by the Responsible Party in collecting the same. The Responsible Party may also record a notice of delinquent assessment against any Owner's Unit on the applicable Subject Parcel as to which any such amount is delinquent and constitutes a lien and the Responsible Party shall be promptly reimbursed for its costs in recording such notice, processing the delinquency and recording a notice of payment, which fees shall be treated as a collection cost secured by the lien.

(e) Upon receipt of a written request by an Owner, the Responsible Party, within a reasonable period of time thereafter, shall issue to such Owner a written certificate stating (i) that all Maintenance Charges (including interest, costs, and attorneys' fees, if any) have been paid with respect to the applicable Unit on the specified Subject Parcel as of the date of such certificates, or (ii) if all Maintenance Charges have not been paid, the amount of such Maintenance Charges (including interest, costs, and attorneys' fees, if any) due and payable as of such date. The Responsible Party may make a reasonable charge for the issuance of such certificates (not to exceed $250.00), which charges must be paid at the time of the request for any such certificate is made. Any such certificate, when issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Unit of the Subject Parcel in question.

6. Remedies. Each remedy afforded to any party herein is cumulative and not exclusive. If any Owner fails to pay the Maintenance Charges when due, the Responsible Party may enforce the payment of the Maintenance Charges by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, such party does not prejudice or waive its rights to exercise the other remedy): (a) bring an action at law and recover judgment against the non-paying Owner personally obligated to pay the applicable Maintenance Charges; or (b) foreclose the lien against the applicable Unit in accordance with the then prevailing Wisconsin law relating to the foreclosure of real estate mortgages (including the right to recover any deficiency). In any action taken pursuant to this Section, such Owner shall be personally liable for, and the lien shall be deemed to secure the amount of, the Maintenance Charges applicable to such Unit together with interest and the Responsible Party's incidental and taxable costs including collection costs and attorneys' fees.

7. Priority of Lien. The lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds to an Owner and secured by the Subject Parcel, or any portion thereof, as collateral for such obligation, or held by the lender's successors and assigns, and shall also be subject to subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the lien shall be superior to any and all charges, liens or encumbrances which in any manner may arise or be imposed upon each Subject Parcel, or any portion thereof, after the date this Agreement is recorded. Sale or transfer of any Subject Parcel, or any portion thereof, shall not affect the lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust to which the lien is subordinate or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Subject Parcel free of the lien for all Maintenance Charges that have been accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of trustee's deed or deed in lieu of foreclosure, the Lien immediately shall become and remain superior to any

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and all other charges, liens or encumbrances (except liens for taxes or other public charges which by applicable law are expressly made superior), and such mortgage or deed of trust foreclosure sale purchaser or grantee shall take subject to all Maintenance Charges and the Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed (except to the extent such Lien has been extinguished by a foreclosure of a superior lien) or deed given in lieu of foreclosure.

8. Runs with the Land; Limitation of Liability. This Agreement and the covenants, conditions and restrictions set forth herein granted and the rights and obligations pertaining thereto shall each perpetually run with the land, inure to the benefit of and be binding among the parties hereto, the subsequent Owners and each of their respective invitees, licensees, employees, servants, agents, customers, visitors, heirs, personal representatives, successors, transferees and assigns, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect. In the event any present or future Owner shall convey their interests therein, such owner so conveying such parcel shall be automatically freed and relieved, from and after the date of the recording of the conveyance of such property of all liabilities for future performance of any agreements, duties and obligations on the part of such Owner which is required by this Agreement to thereafter be performed with respect to such property so conveyed; it being intended hereby that all the agreements, duties, obligations and liabilities contained in this Agreement shall be binding on the respective Owners and any subsequent Owners only as to that owner's period of ownership, and that each such conveying owner shall remain liable after the date of recording of such conveyance only for any liabilities and obligations herein, if any, which have arisen or accrued prior to such date of conveyance.

9. Enforcement. The Responsible Party may prosecute in proceeding at law or in equity against the other Owners and/or their respective successors, assigns, or any other person(s) who have violated or are attempting to violate any of the terms and conditions of this Agreement to enjoin or prevent them from doing so, to cause such violation to be remedied or to recover damages for such violation. Such rights include, but are not limited to, the right to restrain by injunction any violation of the terms and conditions hereof, or to obtain a decree to compel performance of any such terms and conditions, it being agreed that the remedy at law for a breach of such terms and conditions is not adequate. All of the remedies permitted or available to Responsible Party under this Agreement or at law or in equity shall be cumulative and not alternative, and the exercise of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. Expenses of Enforcement. In the event of litigation between or among any of the parties with respect to this Agreement or the performance of their obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees.

11. Covenants Run with Land. All of the terms and conditions in this Amendment, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by each Association and Owner and their respective successors and assigns (subject to Sections 9 of this Amendment). The easements granted under Section 2(a) of this Amendment are easements appurtenant to the Units created from the Subject Parcels and may not be transferred separately from, or severed from, title to the said Units.

12. Non-Use. Non-use or limited use of the easement rights granted in this Amendment shall not prevent the benefited party from later use of the easement rights to the fullest extent authorized by this Amendment.

13. Governing Law. This Amendment shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

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14. Notices. All notices to any owner or other party under this Amendment shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any owner may change its address for notice by providing written notice to the Responsible Party.

15. Invalidity. If any term or condition of this Amendment, or the application of this Amendment to any person or circumstance, shall be deemed invalid or unenforceable, the reminder of this Amendment, or the application of the term or condition to persons or circumstances other than those to which it is held in valid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Amendment shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Amendment.

17. No Public Dedication. Nothing in this Amendment shall be deemed to be a gift or dedication of any portion of the easements under this Amendment to the general public or for any public purpose whatsoever. The Responsible Party may take such measures as it may deem necessary to prevent the dedication to the public of the Private road, whether by express grant, implication or prescription, including, without limitation, the posting of "Private Road", "No Through Traffic" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Amendment.

18. Each of the Associations represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each party are authorized to execute the same.

[Remainder of page left intentionally blank.
Signatures included on the following page.]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

THE OAKS OF WESTVIEW CONDOMINIUM ASSOCIATION, INC., a Wisconsin Limited Liability Company

By: Ruth Brook

Name: Ruth Brook

Title: President

ACKNOWLEDGMENT

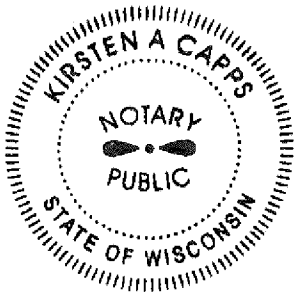
STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

This document was acknowledged before me by Ruth Brook, as President of Oaks of West View on this 6 day of September 2024.

Kirsten A. Capps

Notary Public, State of Wisconsin

My Commission expires: 04/15/2027



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

GAZEBO CONDOMINIUM OWNERS' ASSOCIATION, INC., a Wisconsin corporation

By: Alix Groves
Name: Alix Groves
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

Alix Groves

This document was acknowledged before me by ~~Barbra Wesley~~, as President of Gazebo Condominium Owners' Association, Inc. on this 14th day of August, 2024.

Notary Public, State of Wisconsin
My Commission expires: 8/1/25

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC., a Wisconsin corporation

By: _____
Name: Jill Korenkiewicz
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

This document was acknowledged before me by Jill Korenkiewicz, as President of Oaks of Greenfield Condominium Association, Inc. on this 20th day of August, 2024.

GILBERT ARAGON
Notary Public
State of Wisconsin

_____
Notary Public, State of Wisconsin
My Commission expires: Aug 1st, 2025

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC., a Wisconsin corporation

By: _____
Name: Dave Dugh
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

This document was acknowledged before me by Dave Dugh, as President of Hidden Oaks of Greenfield Condominium Association, Inc. on this 5th day of September, 2024.

_____
Notary Public, State of Wisconsin
My Commission expires: 3/16/26

CHRIS WEST NOTARY PUBLIC STATE OF WISCONSIN

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EXHIBIT A-1
LEGAL DESCRIPTION OF OAKS GREENFIELD PROPERTY

PARCEL THREE IN CERTIFIED SURVEY MAP NO 5037, BEING A DIVISION OF PART OF THE NW ¼ AND THE SW ¼ OF THE SE ¼ AND THE NE ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 25, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

Address: 3501-3599 West Old Oak Drive, 3540-3598 West Old Oak Drive and 5220-5298 South Acorn Lane, Greenfield, WI

PINS: 646-0190 through 646-0243

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EXHIBIT A-2
LEGAL DESCRIPTION OF HIDDEN OAKS PROPERTY

Parcel 2 of Certified Survey Map No 5037, being a part of the Northwest ¼ of the Southeast ¼ of Section 25, and Outlot 1 of Certified Survey Map No 5129, being a part of the Northeast ¼ of the Southwest ¼ of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin

Address: 5102-5228 South Hidden Drive and 5201-5211 South Tuckaway Boulevard, Greenfield, WI

PINS: 645-0556 through 645-0562 and 645-0564 through 645-0587

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EXHIBIT A-3
LEGAL DESCRIPTION OF GAZEBO PROPERTY

Parcel 1 of certified survey Map No. 5037 being a division of Part of the NW 1/4 and the SW ¼ of the SE 1/4 and the NE 1/4 and the SE 1/4 of the SW 1/4 **of** Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Address: 5300-5398 South Hidden Drive and 5301-5397 South Hidden Drive, Greenfield, WI

PINS: 646-0190 through 646-0243

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EXHIBIT A-4
LEGAL DESCRIPTION OF OAKS WESTVIEW PROPERTY

Being a redivision of Parcel 1 of Certified Survey Map No. 7048, being a part of Parcel 1 and Parcel 2 of Certified Survey Map No. 5208, being a redivision of Parcel 4 of Certified Survey Map No. 5037, being a redivision of part of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Address: 5205-5293 South Acorn Lane, Greenfield, WI

PINS: 646-0243 through 646-0252

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EXHIBIT B
PROPORTIONATE SHARE

Road Share - Allocation by Association	
Hidden Road	
42	The Oaks of Greenfield
10	The Oaks Westview
25	Hidden Oaks (6 additional units use Tuckaway)
54	Gazebo
131	Total units use Hidden Road
0.32061	The Oaks of Greenfield
0.07634	The Oaks Westview
0.19084	Hidden Oaks (6 additional units use Tuckaway)
0.41221	Gazebo
1.00000	Total percent allocated
Old Oak Drive Main (excludes spur 3501-3531)	
42	The Oaks of Greenfield
10	The Oaks Westview
52	Total units use Hidden Road
0.80769	The Oaks of Greenfield
0.19231	The Oaks Westview
1.00000	Total percent allocated
Acorn Lane (excludes spur 5260-5298)	
42	The Oaks of Greenfield
10	The Oaks Westview
52	Total units use Hidden Road
0.80769	The Oaks of Greenfield
0.19231	The Oaks Westview
1.00000	Total percent allocated

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Gazebo Condominiums

11/5/2024

Dear Gazebo Owners,

I hope this letter finds you well.

I am writing to inform you of a newly executed legal document drafted by Kaman & Cusimano recorded with the City of Greenfield regarding the Gazebo Condo Association.

This document involves Gazebo, Oaks of Greenfield, Hidden Oaks, and West View, all of which share a percentage of Hidden Dr. Road, a private access road for the involved associations. The purpose of this legal document is to establish clear terms regarding the use, maintenance, and repair costs of the road, which were not previously outlined in any of the associations' governing documents.

This document will provide the necessary protection for each association.

You can find this 16-page document on the owner's portal under condo documents for download and/or printing for your files.

If you would like this document mailed to you at your own cost, please contact Betsy at Betsyd@ogdenre.com. The cost of mailing will be $3.37.

Thank you for your attention to this matter.

If you have any questions, please contact Miranda Cannon at Mirandac@ogdenre.com.

On Behalf of Gazebo Board

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FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

DOC # 11631711
RECORDED
08/31/2026 06:11 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

GAZEBO CONDOMINIUMS

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

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FIRST AMENDED AND RESTATED DECLARATION

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FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

GAZEBO CONDOMINIUMS

Gazebo Condominium (the "Condominium") was created by a Declaration of Condominium, recorded on March 11, 1999, with the Register of Deeds for Milwaukee County as Document No. 7707380 (the "Declaration").

WITNESSETH

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Gazebo Condominium Owners' Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent Owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE UNITS

The Condominium is divided into the following separate Units:

1. Fifty-Four (54) separately designated and legally described units, (collectively called the "Units" and individually called a "Unit"), consisting of the spaces, areas, or improvements contained within the boundaries of each such Unit as described on the Condominium Plat recorded at the Register of Deeds for

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Milwaukee County on March 11, 1999, as Document No. 7707381 (the "Plat").

2. An undivided interest in the "Common Elements" of the Condominium as hereinafter described.

3. Units may not be sold or transferred via land contract.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

The Units and other improvements are shown on the site map and survey included with the Plat.

1. THE BUILDINGS. Fourteen Buildings are constructed and designated as 1, 2, 3, 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11 and 12 on the Plat. There are six (6) 3-Unit 2-story Buildings, six (6) 4-Unit, 2-story Buildings, and two (2) six-Unit, two story Buildings.

2. UNITS. The Buildings contain fifty-four (54) Units, constructed originally as follows:

a. Ten (10) 2-bedroom, 2 bath and Great Room, Units of approximately 1,769 square feet each.

b. Twenty-two (22) 2-bedroom, 2 bath and den Units of approximately 1,546 square feet each.

c. Twenty-two (22) 2-bedroom 2 bath Units of approximately 1,320 square feet each.

d. There are 54 indoor, 2-car garages, one such garage being a part of each Unit.

e. Each Unit consists of the area having outer boundaries formed by the interior undecorated surfaces of (i) exterior perimeter walls, (ii) walls in common with other units, (iii) ceilings, floors and foundations of the Buildings; the space within the garage; all drywall within the Unit and its garage; all windows and doors including door and window frames and glass, overhead garage doors, locks, and all mechanical and utility installations which exclusively service the Unit, all as depicted in the floor

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plans.

3. PARKING SPACES. There are 118 outside guest parking spaces, including designated guest parking spaces and those in front of Unit garages, which are part of the Common Elements.

The respective addresses of the Units are described on Exhibit B appended hereto.

Each Unit shall be separately metered for utilities, except for water, which shall be a common expense of the Condominium. Trash and snow management, general landscaping, and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment, and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all the Common Elements, except the Limited Common Elements. The Limited Common Elements are any attics, entrances, mailboxes, porches, decks or patios appurtenant to each Unit, and also the driveway apron extending from the common drive to the garage entrance.

Ownership of each Unit includes an undivided 1/54 interest in the Common Elements.

ARTICLE IV

CONDOMINIUM ASSOCIATION

1. ADMINISTRATION. A non-stock corporation known as "Gazebo Condominium Owners' Association Inc." has been established. The Association shall administer the Condominium acting through its Board of Directors, which shall be appointed and/or elected as provided in this Declaration and the Bylaws.

2. MEMBERSHIP AND VOTING. Each Unit Owner shall be a member of the Association and membership shall commence and terminate with ownership.

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In case of multiple ownership of a Unit, there shall be but one vote per Unit. The manner of casting ballots shall be set forth in the Bylaws.

3. MANAGEMENT. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable without cause upon ninety (90) days' notice without payment of any penalty and the term of such agreement may not exceed three (3) years.

4. BUDGET AND ASSESSMENTS. The Association shall annually adopt a budget of common expenses and levy assessments as provided in their Declaration and in the Bylaws. The budget shall provide for the funding of an adequate replacement reserve out of regular assessments. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents. The Board may adopt a rule to impose uniformly enforced charges for Association-provided services related to transfer of Units.

5. LIABILITY, LATE PAYMENTS. The Bylaws shall set forth the manner of making and collecting assessments against the Unit Owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit Owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit Owner may be charged interest on the unpaid assessment or installment calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for late fees and interest to be charged and shall establish the rate of interest and amount of late fees to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the costs of collection, including actual attorneys' fees, late fees and interest, if any, and then to the assessment payment first due.

6. LIENS. If a Unit Owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act

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shall also secure the costs of collection, including actual attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall continue to be responsible for assessments as they come due, and any unpaid assessments, late fees, interest, costs of collection, and actual attorneys' fees will be added to and be a part of the lien being foreclosed. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

7. RIGHTS OF MORTGAGEES. Any First mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party to the extent set forth in the Act. The obligation of the former Unit Owner to pay such assessment is not hereby extinguished.

8. ASSOCIATION STATEMENTS. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the Owner of the Unit being sold.

9. RIGHT OF ENTRY. The Association shall have an irrevocable right and an easement to enter Units to make repairs to the Condominium Property when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium.

ARTICLE V

MAINTENANCE, ALTERATION, AND IMPROVEMENT OF CONDOMINIUM

1. UNIT OWNER'S RESPONSIBILITY. The Owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by conditioning systems for the Unit, including but not limited to all drywall, fixtures, appliances, water heater, equipment, all windows (including any skylights) and doors, including the locks in windows and doors; (b) paint and decorate the Unit; (c) maintain, repair, and replace the patio, deck, or porch appurtenant to the Unit (except for the beams that support the decks, as stated in Section 2 below) and keep them in a clean and neat condition; (d) keep and maintain in good and orderly condition and repair and replace its Limited Common Elements, including but not limited to the driveway apron extending from the common drive to the garage entrance, and watering the grass in the Limited

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Common Element appurtenant to the Unit; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests or invitees, or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit Owner if within this section.

2. ASSOCIATION RESPONSIBILITY. The Association shall maintain in good condition and repair, replace, and operate all of the Common Elements, except as provided above, including, but not limited to, mailboxes (except if an owner loses the mailbox key, the owner is responsible for the cost of rekeying), and the beams that support the decks.

3. STRUCTURAL CHANGES BY OWNERS. An Owner of a Unit shall make no changes regarding the structure or exterior appearance of the Unit without prior approval of the Association's Board of Directors.

4. DECORATIONS; SIGNS, PATIOS, DECKS AND PORCHES. No Unit Owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No Owner of a Unit may erect, post, or display posters, signs, or advertising material on the Condominium Property, except for those signs specifically allowed within the Rules and Regulations. No awnings or enclosures shall be installed on patios, decks, or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks, and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc., or for airing or drying of laundry, carpet, rugs, or clothing. Vehicles may be parked on streets within the Condominium, if and only as permitted by rules adopted by the Board of Directors pursuant to the Bylaws.

ARTICLE VI

MAINTENANCE OF POND

The Association agrees to maintain the pond as approved by the City of Greenfield.

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ARTICLE VII

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. RESIDENTIAL PURPOSES ONLY. Each Unit shall be occupied and used only for private dwelling purposes by the Unit Owner and immediate family, and for no other purposes. For the purpose of this Section, the term "lease" means, "lease, let, rent, or license." Leasing of the Units shall not be allowed for any length of term, and Units must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. The Owner Occupancy Requirement does not apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein. A Unit occupant may operate an office out of his or her Unit, but only if he or she does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements or from outside of the Condominium; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; (f) conduct a business that will cause traffic or pedestrian congestion or parking scarcity within the Condominium; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner. Yard/rummage sales are strictly prohibited.

2. ANIMALS. No animals, reptiles, or birds shall be permitted within the Condominium except as hereinafter set forth. The Association may issue a permit for the keeping of any animals. Such permit shall allow the keeping of animals in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked

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at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance, or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted animals shall be housed indoors and, if allowed outdoors, shall be kept on a leash and in control of the handler at all times while outdoors. Any animal excrement in common areas shall be removed immediately by the occupant of the Unit in which the animal resides. A violation of the provisions of this paragraph shall subject the Unit Owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, actual attorney fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.

3. NO OBSTRUCTIONS. No Owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny other Owners the full use of such portion of the Common Elements. Accordingly, there shall be no junked, inoperative, or unlicensed vehicles, and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles, or the like shall not be stored, parked, or placed on the Condominium. Licensed boats, boat trailers, vans (other than mini-vans), and trucks may be stored, parked, or placed on the Condominium provided that they are so stored, parked, or placed only in a garage and further provided that such storing, parking, or placing does not cause an automobile or mini-van to be parked outside of garage when but for the storing, parking or placing of the other vehicle, the automobile could have been parked in the garage. No Commercial vehicles may be stored, parked, or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon, or otherwise block the access to or exit from another Unit or the approach thereto. No changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association. Common Element parking areas shall be used by guests only.

4. WASTE. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, or elsewhere.

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5. ANTENNAS, TEMPORARY STRUCTURES. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by the Association or any individual antennas erected or installed except as specifically set forth in the Rules and Regulations. No structure, trailer, tent, shack, or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

6. UTILITY LINES. Any supply lines, waste lines, pipes, wires, conduits, or public utility lines running through a Unit which serves more than one Unit shall be deemed owned as tenants in common by all Unit Owners.

7. ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part of all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the Owners of Units in such Building.

8. MUTUAL ENJOYMENT. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the Owners of other Units.

9. NOXIOUS ACTIVITY. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules and Regulation of the Association or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

10. OUTDOOR APPEARANCE. No clothes or other articles shall be hung outdoors or from the window of the Buildings, or draped over railings, for any such purpose whatsoever unless such clothing or articles are completely concealed from public view. Patio umbrellas and other outdoor furniture may be used by the Owners, provided that the color of same is inoffensive and neutral, as determined by the Architectural Review Committee in its sole and absolute discretion.

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11. PARKING AREAS. Parking areas, including driveways and roadways on which parking is allowed, but not including garages, shall be used only for the parking of private passenger automobiles and vans used exclusively for personal use and which do not bear any commercial signs or advertisements. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period, and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped, cleaned, snow therefrom, or for similar purposes.

12. VEHICLE REPAIR. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

13. VEHICLE NOISE. All motorcycles and motor vehicles, including but not limited to, Mopeds and All-Terrain Vehicles (ATV) shall be maintained so as not to produce offensive or vociferous noises, as determined by the Board of Directors in its sole discretion.

14. ACTS AFFECTING INSURANCE. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XV hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept. or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit Owner, as permitted by the provisions of Article XV hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c)as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the Bylaws or the Rules and Regulations, then the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit Owners, as the case may be. The amount of any such reimbursement due the

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Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

15. LEGAL RESTRICTIONS. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules, and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements.

ARTICLE VIII

RECONSTRUCTION AFTER LOSS

1. RECONSTRUCTION. In the event of fire, casualty, or any other disaster affecting one or more Units or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Unit Owner shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. CONDEMNATION. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for taking a part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear, the procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Wis. Stat. Section 703.19, as the same may be amended from time to time.

ARTICLE IX

INSURANCE

1. PROPERTY DAMAGE INSURANCE. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within

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risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

2. ADDITIONAL INSURANCE. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

a. Worker's compensation insurance;

b. Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

c. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

d. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

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e. Such other insurance, including cyber or automobile insurance, as it deems necessary.

3. INSURANCE DEDUCTIBLE. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

4. UNIT OWNER INSURANCE. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

a. The personal property within the Unit;

b. Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

c. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

d. Special perils contents coverage; and

e. Sewer backup and sump pump failure coverage.

ARTICLE X

THIS SECTION INTENTIONALLY LEFT BLANK.

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ARTICLE XI

AMENDMENT OF DECLARATION

This Declaration may be amended by the written consent of not less than seventy-five percent (75%) of the Unit Owners and their respective mortgagees to the extent set forth in the Act. No amendment shall become effective until the certificate setting forth such amendment, signed by two of the Officers of the Association, stating that the required number of Unit Owners have adopted the same is recorded in the Office of the Register of Deeds in and for the County of Milwaukee, State of Wisconsin.

ARTICLE XII

REGISTERED AGENT

The Resident Agent for the Condominium shall be the Association's registered agent, as stated on file with the Wisconsin Department of Financial Institutions. The Association's registered agent at the time of recording this Restated Declaration is Ogden & Company, Inc. at 1665 N. Water Street, Milwaukee, WI 53202.

ARTICLE XIII

MISCELLANEOUS

1. CLAIMS AND REMEDIES.

   a. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the

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claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above. With respect to any claim against the Association, the claim shall be limited to general damages; all unit owners and residents waive any claim for consequential or incidental damages.

b. Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

c. Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

2. SECURITY. The Association may, from time to time, provide measures of security on the condominium property; however, the Association is not a provider of security and shall have no duty to provide any security on the condominium property. The obligation to provide security lies solely with each unit owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

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This First Amended and Restated Declaration of Condominium complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit Owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executive this First Amended and Restated Declaration for Gazebo Condominium this 26th day of August, 202__.

GAZEBO CONDOMINIUM OWNERS' ASSOCIATION, INC.,
a Wisconsin non-stock corporation,

By: Alix Groves
(President)

Alix Groves
(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

This document was acknowledged before me by Alix Groves, as President of Gazebo Condominium Owners' Association, Inc. on this 26th day of August, 2026.

KEVIN ACOSTA HERNANDEZ
Notary Public
State of Wisconsin

Notary Public, State of Wisconsin

Name: Kevin Acosta Hernandez

My Commission Expires: 10/21/2028

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ATTEST:

GAZEBO CONDOMINIUM OWNERS' ASSOCIATION, INC.,
a Wisconsin non-stock corporation,

By: Deborah F Heinzmann
(Secretary)
DEBORAH F HEINZMANN
(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

This document was acknowledged before me by Deborah Heinzmann as Secretary of Gazebo Condominium Owners' Association, Inc. on this 26th day of August, 2026.

KEVIN ACOSTA HERNANDEZ
Notary Public
State of Wisconsin

Notary Public, State of Wisconsin
Name: Kevin Acosta Hernandez
My Commission Expires: 10/21/2028

This instrument was drafted by:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue, Suite 1700
Milwaukee, WI 53202

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EXHIBIT A

Legal Description

Units A-F in Building 1, Units A-F in Building 2, Units A-D in Building 3, Units A-C in Building 4, Units A-C in Building 5, Units A-C in Building 6, Units A-C in Building 7, Units A-D in Building 8, Units A-D in Building 9A, Units A-D in Building 9B, Units A-D in Building 10A, Units A-D in Building 10B, Units A-C in Building 11 and Units A-C in Building 12 in the Gazebo Condominium(s) created by a "Declaration of Condominium" recorded on March 11, 1999, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 7707380, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Greenfield, County of Milwaukee, Wisconsin.

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EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
6460222000	5300 S. Hidden Drive
6460193000	5301 S. Hidden Drive
6460224000	5302 S. Hidden Drive
6460195000	5303 S. Hidden Drive
6460223000	5304 S. Hidden Drive
6460192000	5305 S. Hidden Drive
6460225000	5306 S. Hidden Drive
6460191000	5307 S. Hidden Drive
6460226000	5308 S. Hidden Drive
6460194000	5309 S. Hidden Drive
6460228000	5310 S. Hidden Drive
6460190000	5311 S. Hidden Drive
6460227000	5312 S. Hidden Drive
6460229000	5314 S. Hidden Drive
6460218000	5320 S. Hidden Drive
6460199000	5321 S. Hidden Drive
6460220000	5322 S. Hidden Drive
6460219000	5324 S. Hidden Drive
6460198000	5325 S. Hidden Drive
6460221000	5326 S. Hidden Drive
6460201000	5327 S. Hidden Drive
6460216000	5330 S. Hidden Drive
6460200000	5331 S. Hidden Drive
6460215000	5334 S. Hidden Drive
6460197000	5335 S. Hidden Drive
6460217000	5336 S. Hidden Drive
6460196000	5339 S. Hidden Drive
6460233000	5340 S. Hidden Drive
6460234000	5341 S. Hidden Drive
6460231000	5342 S. Hidden Drive
6460236000	5343 S. Hidden Drive
6460232000	5344 S. Hidden Drive
6460235000	5345 S. Hidden Drive
6460230000	5346 S. Hidden Drive
6460237000	5347 S. Hidden Drive
6460213000	5360 S. Hidden Drive

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Tax Key	Street Address
6460205000	5361 S. Hidden Drive
6460203000	5363 S. Hidden Drive
6460212000	5364 S. Hidden Drive
6460204000	5365 S. Hidden Drive
6460214000	5366 S. Hidden Drive
6460202000	5367 S. Hidden Drive
6460240000	5380 S. Hidden Drive
6460243000	5381 S. Hidden Drive
6460238000	5384 S. Hidden Drive
6460241000	5385 S. Hidden Drive
6460242000	5387 S. Hidden Drive
6460239000	5388 S. Hidden Drive
6460211000	5390 S. Hidden Drive
6460208000	5391 S. Hidden Drive
6460209000	5394 S. Hidden Drive
6460206000	5395 S. Hidden Drive
6460207000	5397 S. Hidden Drive
6460210000	5398 S. Hidden Drive

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Document Number

FIRST AMENDMENT TO THE OAKS WESTVIEW AGREEMENT, DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD

Document Title

DOC # 11449221
RECORDED
09/13/2024 06:05 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

Recording Area

Name and Return Address

646-0132 through 646-0173
646-0243 through 646-0252
646-0190 through 646-0243
645-0556 through 645-0562 and 645-0564 through 645-0587

Parcel Identification Numbers (PINs)

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FIRST AMENDMENT TO THE OAKS WESTVIEW AGREEMENT, DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD

THIS FIRST AMENDMENT TO THE OAKS WESTVIEW AGREEMENT, DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD (the "**Amendment**") is made, declared and entered into as of May 8, 2024 by The Oaks of Greenfield Condominium Association, Inc., a Wisconsin corporation ("**Oaks Greenfield**"), Hidden Oaks of Greenfield Condominium Association, Inc., a Wisconsin corporation (the "**Hidden Oaks**"),Gazebo Condominium Association, Inc., a Wisconsin corporation ("**Gazebo**"), The Oaks Westview Condominium Association, Inc., a Wisconsin corporation ("**Oaks Westview**," together with Oaks Greenfield, Hidden Oaks and Gazebo, the "**Associations**").

RECITALS:

A. WHEREAS, Oaks Greenfield entered into that certain agreement captioned "THE OAKS WESTVIEW AGREEMENT" with Grandview Development Group, LLC and Oaks-Westview Development, LLC, recorded November 8, 2002 with the Milwaukee County Register's Office (the "**Recording Office**") as Document Number 8383653 (the "**Westview Agreement**").

B. WHEREAS, The Oaks of Greenfield Condominium (the "**Oaks Greenfield Condominium**") was created and the Declaration of the Oaks of Greenfield, a Condominium, recorded with the Recording Office on October 13. 1988 as Document Number 6217550, as amended by that certain First Amendment to By-Laws of Oaks of Greenfield Condominium Association, Inc., recorded with the Recording Office on November 13, 1996 as Document Number 7289994, as further amended by that certain Second Amendment to By-Laws of Oaks of Greenfield Condominium Association, Inc., recorded with the Recording Office on April 10, 2006, as Document Number 9215684, as further amended by that certain Third Amendment to By-Laws of Oaks of Greenfield Condominium Association, Inc., recorded with the Recording Office on December 7, 2015 as Document Number 10522050, as further amended by that certain Statement as to Amendment to By-Laws, recorded with the Recording Office on March 27, 2019 as Document Number 10857534, encumbering that certain property legally described in the attached **Exhibit A-1** (the "**Oaks Greenfield Property**");

C. WHEREAS, Hidden Oaks of Greenfield Condominium (the "**Hidden Oaks Condominium**") was created and the Declaration of Hidden Oaks of Greenfield, a Condominium, was recorded with the Recording Office on March 27, 1997 as Document Number 7345686, as amended by that certain Amendment to Declaration of Hidden Oaks of Greenfield, a Condominium, recorded with the Recording Office on June 30, 1999 as Document Number 7766229, as further amended by that certain By-Laws Amendment, recorded with the Recording Office on November 4, 2014 as Document Number 10414306, encumbering that certain property legally described in the attached **Exhibit A-2** (the "**Hidden Oaks Property**");

D. WHEREAS, Gazebo Condominium (the "**Gazebo Condominium**") was created and the Declaration of Condominium of Gazebo Condominiums recorded with the Recording Office on March 11, 1999 as Document Number 7707380 encumbering that certain property legally described in the attached **Exhibit A-3** (the "**Gazebo Property**"); and

E. WHEREAS, The Oaks Westview Condominium (the "**Oaks Westview Condominium**") was created and the Condominium Declaration of Conditions, Covenants, Restrictions

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and Easements for The Oaks Westview Condominiums, a Condominium recorded with the Recording Office on July 11, 2002 as Document Number 8312041, encumbering that certain property legally described in the attached Exhibit A-4 (the "**Oaks Westview Property**", collectively with the Oaks Greenfield Property, the Hidden Oaks Property, and the Gazebo Property, the "**Subject Parcels**");

F. WHEREAS, a portion of the Subject Parcels has either been improved as a private road located thereon known as South Hidden Drive, which portions of South Hidden Drive from W. Old Oaks Drive north to West Edgerton Avenue shall hereinafter be referred to as the "**Private Road**" and/or provides access to the Private Road through portions of the Subject Parcels; and

G. WHEREAS, the parties hereto wish to amend the Westview Agreement to delete Exhibit C thereto in its entirety and to create a nonexclusive easement over the Private Road and to provide for the care, maintenance and replacement of the Private Road as more fully set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto hereby agree as follows:

1. Creation of Easements. The Associations hereby declare that the Private Road shall be subject to the following easements, all of which shall be perpetual in nature and nonexclusive:

(a) **Vehicular and Pedestrian Access Easement:** An easement for ingress and egress for the purpose of granting to all of the owners of any portion (including any condominium unit (a "**Unit**") of the Subject Parcels (each an "**Owner**" and collectively, the "**Owners**") and their occupants, agents, employees, guests, licensees, and invitees vehicular access across and over the Private Road;

(b) **Utility Easement:** To the extent required to serve any Subject Parcel, a public utility easement for the purpose of permitting public utilities to install, lay, operate, repair, and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, cable television, gas, and electric service under the surface of the Private Road; and

(c) **Fire Department and Vehicular Access.** An easement for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles, including construction related access, for the purpose and granting the providers of these services vehicular and emergency access over and across the Private Road.

2. No Parking in Private Road. Parking shall not be allowed on the Private Road, except that parking shall be allowed, on a temporary basis (not to exceed twelve hours), for visitors of the Owners or service providers to the Owners. No overnight parking shall be allowed on the Private Road.

3. Owners' Easements. The easements granted to the Owners under this Amendment shall be appurtenant to and shall pass with the title to the Oaks Greenfield Property, the Hidden Oaks Property, the Gazebo Property and the Oaks Westview Property, as applicable and any portion of either the Oaks Greenfield Property, the Hidden Oaks Property, the Gazebo Property or the Oaks Westview Property. The easements created by this Amendment shall be subject to the right of the Associations, upon unanimous approval, to dedicate or transfer all, but not part, of the Private Road to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by unanimous

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consent of the Associations. No such dedication or transfer shall be effective unless the public agency, authority, or utility shall accept it.

4. Private Road Maintenance.

(a) The Responsible Party (defined herein) shall perform all Private Road Maintenance (as defined herein) as may be necessary from time to time in a good and workmanlike manner in accordance with all applicable state, local and federal ordinances, rules, regulations and laws. As used herein, "**Private Road Maintenance**" means, construction, grading, cleaning, cutting any weeds and grass thereon, snow and ice removal, repair, paving and/or reconstruction, and any other repairs or maintenance to the Private Road as reasonably determined by the Responsible Party, provided, however, (i) nothing herein shall give the Responsible Party or any other party the right to improve the Private Road beyond the quality of improvements as of the date hereof without unanimous approval of the Associations, and (ii) to the extent any one invoice for Private Road Maintenance would exceed $1,000, Responsible Party must have received estimates from two (2) to three (3) reputable contractors for such work and such invoice must be approved by a majority of the Associations.

(b) As used hereunder, the "**Responsible Party**" shall be Gazebo.

5. Private Road Maintenance Cost Reimbursement. All costs and expenses incurred by the Responsible Party for the Private Road Maintenance pursuant to Section 4 above shall be shared by and assessed to the Owners as follows:

(a) Each Owner shall be responsible for Private Road Maintenance costs ("**Maintenance Charges**") in accordance with each Owner's applicable share for its Unit as set forth on **Exhibit B** attached hereto ("**Proportionate Share**"). Payment shall be made within thirty (30) days after receipt of an invoice, together with copies of supporting documentation, from Responsible Party.

(b) The Maintenance Charges, together with interest, incidental and taxable costs, and reasonable attorneys' fees, and all other sums which may become due and payable to the Responsible Party under this Agreement shall be a charge on each Unit in the Subject Parcels and shall be a continuing lien upon the Unit in the Subject Parcels against which each such Maintenance Charge is made and shall also be the obligation of the party who was the Owner of the Unit of the Subject Parcel(s) at the time when the Maintenance Charges fell due. The obligation for delinquent Maintenance Charges shall pass to the successors in title of the Owner and the transfer of title shall not extinguish any lien created and imposed by this Section 5 except a transfer pursuant to foreclosure of a superior lien in which the lien has been extinguished by such foreclosure.

(c) The failure of the Responsible Party to send an invoice to an Owner will not relieve that Owner of liability for any Maintenance Charge or charge under this Agreement, but the lien therefor shall not be foreclosed or otherwise enforced until such Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement that the Maintenance Charge or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Responsible Party shall be under no duty to refund any payments received by it even though the ownership of a Subject Parcel changes during an assessment period, provided successor Owners shall be given credit for prepayments, on a prorated basis, made by prior Owners. Owners must notify the Responsible Party of a change of mailing address when applicable. Notice of any past due Maintenance Charge or of

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any lien may, at the Responsible Party's discretion, be given to any mortgagee, and each Owner shall, upon demand, provide the Responsible Party with the name, address and telephone number of such mortgagee.

(d) Any Maintenance Charge or installment thereof not paid when due shall be deemed delinquent and shall bear interest from thirty (30) days after the due date until paid at a rate of twelve percent (12%) per annum and the applicable Owner shall be liable for all taxable and incidental costs, including attorneys' fees, which may be incurred by the Responsible Party in collecting the same. The Responsible Party may also record a notice of delinquent assessment against any Owner's Unit on the applicable Subject Parcel as to which any such amount is delinquent and constitutes a lien and the Responsible Party shall be promptly reimbursed for its costs in recording such notice, processing the delinquency and recording a notice of payment, which fees shall be treated as a collection cost secured by the lien.

(e) Upon receipt of a written request by an Owner, the Responsible Party, within a reasonable period of time thereafter, shall issue to such Owner a written certificate stating (i) that all Maintenance Charges (including interest, costs, and attorneys' fees, if any) have been paid with respect to the applicable Unit on the specified Subject Parcel as of the date of such certificates, or (ii) if all Maintenance Charges have not been paid, the amount of such Maintenance Charges (including interest, costs, and attorneys' fees, if any) due and payable as of such date. The Responsible Party may make a reasonable charge for the issuance of such certificates (not to exceed $250.00), which charges must be paid at the time of the request for any such certificate is made. Any such certificate, when issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Unit of the Subject Parcel in question.

6. Remedies. Each remedy afforded to any party herein is cumulative and not exclusive. If any Owner fails to pay the Maintenance Charges when due, the Responsible Party may enforce the payment of the Maintenance Charges by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, such party does not prejudice or waive its rights to exercise the other remedy): (a) bring an action at law and recover judgment against the non-paying Owner personally obligated to pay the applicable Maintenance Charges; or (b) foreclose the lien against the applicable Unit in accordance with the then prevailing Wisconsin law relating to the foreclosure of real estate mortgages (including the right to recover any deficiency). In any action taken pursuant to this Section, such Owner shall be personally liable for, and the lien shall be deemed to secure the amount of, the Maintenance Charges applicable to such Unit together with interest and the Responsible Party's incidental and taxable costs including collection costs and attorneys' fees.

7. Priority of Lien. The lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds to an Owner and secured by the Subject Parcel, or any portion thereof, as collateral for such obligation, or held by the lender's successors and assigns, and shall also be subject to subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the lien shall be superior to any and all charges, liens or encumbrances which in any manner may arise or be imposed upon each Subject Parcel, or any portion thereof, after the date this Agreement is recorded. Sale or transfer of any Subject Parcel, or any portion thereof, shall not affect the lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust to which the lien is subordinate or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Subject Parcel free of the lien for all Maintenance Charges that have been accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of trustee's deed or deed in lieu of foreclosure, the Lien immediately shall become and remain superior to any

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and all other charges, liens or encumbrances (except liens for taxes or other public charges which by applicable law are expressly made superior), and such mortgage or deed of trust foreclosure sale purchaser or grantee shall take subject to all Maintenance Charges and the Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed (except to the extent such Lien has been extinguished by a foreclosure of a superior lien) or deed given in lieu of foreclosure.

8. Runs with the Land; Limitation of Liability. This Agreement and the covenants, conditions and restrictions set forth herein granted and the rights and obligations pertaining thereto shall each perpetually run with the land, inure to the benefit of and be binding among the parties hereto, the subsequent Owners and each of their respective invitees, licensees, employees, servants, agents, customers, visitors, heirs, personal representatives, successors, transferees and assigns, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect. In the event any present or future Owner shall convey their interests therein, such owner so conveying such parcel shall be automatically freed and relieved, from and after the date of the recording of the conveyance of such property of all liabilities for future performance of any agreements, duties and obligations on the part of such Owner which is required by this Agreement to thereafter be performed with respect to such property so conveyed; it being intended hereby that all the agreements, duties, obligations and liabilities contained in this Agreement shall be binding on the respective Owners and any subsequent Owners only as to that owner's period of ownership, and that each such conveying owner shall remain liable after the date of recording of such conveyance only for any liabilities and obligations herein, if any, which have arisen or accrued prior to such date of conveyance.

9. Enforcement. The Responsible Party may prosecute in proceeding at law or in equity against the other Owners and/or their respective successors, assigns, or any other person(s) who have violated or are attempting to violate any of the terms and conditions of this Agreement to enjoin or prevent them from doing so, to cause such violation to be remedied or to recover damages for such violation. Such rights include, but are not limited to, the right to restrain by injunction any violation of the terms and conditions hereof, or to obtain a decree to compel performance of any such terms and conditions, it being agreed that the remedy at law for a breach of such terms and conditions is not adequate. All of the remedies permitted or available to Responsible Party under this Agreement or at law or in equity shall be cumulative and not alternative, and the exercise of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. Expenses of Enforcement. In the event of litigation between or among any of the parties with respect to this Agreement or the performance of their obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees.

11. Covenants Run with Land. All of the terms and conditions in this Amendment, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by each Association and Owner and their respective successors and assigns (subject to Sections 9 of this Amendment). The easements granted under Section 2(a) of this Amendment are easements appurtenant to the Units created from the Subject Parcels and may not be transferred separately from, or severed from, title to the said Units.

12. Non-Use. Non-use or limited use of the easement rights granted in this Amendment shall not prevent the benefited party from later use of the easement rights to the fullest extent authorized by this Amendment.

13. Governing Law. This Amendment shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

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14. Notices. All notices to any owner or other party under this Amendment shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any owner may change its address for notice by providing written notice to the Responsible Party.

15. Invalidity. If any term or condition of this Amendment, or the application of this Amendment to any person or circumstance, shall be deemed invalid or unenforceable, the reminder of this Amendment, or the application of the term or condition to persons or circumstances other than those to which it is held in valid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Amendment shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Amendment.

17. No Public Dedication. Nothing in this Amendment shall be deemed to be a gift or dedication of any portion of the easements under this Amendment to the general public or for any public purpose whatsoever. The Responsible Party may take such measures as it may deem necessary to prevent the dedication to the public of the Private road, whether by express grant, implication or prescription, including, without limitation, the posting of "Private Road", "No Through Traffic" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Amendment.

18. Each of the Associations represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each party are authorized to execute the same.

[Remainder of page left intentionally blank.
Signatures included on the following page.]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

THE OAKS OF WESTVIEW CONDOMINIUM ASSOCIATION, INC., a Wisconsin Limited Liability Company

By: Ruth Brook

Name: Ruth Brook

Title: President

ACKNOWLEDGMENT

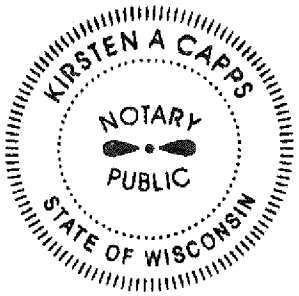
STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

This document was acknowledged before me by Ruth Brook, as President of Oaks of West View on this 6 day of September 2024.

Kirsten A. Capps

Notary Public, State of Wisconsin

My Commission expires: 04/15/2027



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

GAZEBO CONDOMINIUM OWNERS' ASSOCIATION, INC., a Wisconsin corporation

By: Alix Groves
Name: Alix Groves
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

Alix Groves

This document was acknowledged before me by ~~Barbra Wesley~~, as President of Gazebo Condominium Owners' Association, Inc. on this 14th day of August, 2024.

Notary Public, State of Wisconsin
My Commission expires: 8/1/25

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC., a Wisconsin corporation

By: _____
Name: Jill Korenkiewicz
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

This document was acknowledged before me by Jill Korenkiewicz, as President of Oaks of Greenfield Condominium Association, Inc. on this 20th day of August, 2024.

GILBERT ARAGON
Notary Public
State of Wisconsin

_____
Notary Public, State of Wisconsin
My Commission expires: Aug 1st, 2025

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC., a Wisconsin corporation

By: _____
Name: Dave Dugh
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN }
} ss.
Milwaukee COUNTY }

This document was acknowledged before me by Dave Dugh, as President of Hidden Oaks of Greenfield Condominium Association, Inc. on this 5th day of September, 2024.

_____
Notary Public, State of Wisconsin
My Commission expires: 3/16/26

CHRIS WEST NOTARY PUBLIC STATE OF WISCONSIN

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EXHIBIT A-1
LEGAL DESCRIPTION OF OAKS GREENFIELD PROPERTY

PARCEL THREE IN CERTIFIED SURVEY MAP NO 5037, BEING A DIVISION OF PART OF THE NW ¼ AND THE SW ¼ OF THE SE ¼ AND THE NE ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 25, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN

Address: 3501-3599 West Old Oak Drive, 3540-3598 West Old Oak Drive and 5220-5298 South Acorn Lane, Greenfield, WI

PINS: 646-0190 through 646-0243

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EXHIBIT A-2
LEGAL DESCRIPTION OF HIDDEN OAKS PROPERTY

Parcel 2 of Certified Survey Map No 5037, being a part of the Northwest ¼ of the Southeast ¼ of Section 25, and Outlot 1 of Certified Survey Map No 5129, being a part of the Northeast ¼ of the Southwest ¼ of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin

Address: 5102-5228 South Hidden Drive and 5201-5211 South Tuckaway Boulevard, Greenfield, WI

PINS: 645-0556 through 645-0562 and 645-0564 through 645-0587

Order: 5RVHG3XKC
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EXHIBIT A-3
LEGAL DESCRIPTION OF GAZEBO PROPERTY

Parcel 1 of certified survey Map No. 5037 being a division of Part of the NW 1/4 and the SW ¼ of the SE 1/4 and the NE 1/4 and the SE 1/4 of the SW 1/4 **of** Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Address: 5300-5398 South Hidden Drive and 5301-5397 South Hidden Drive, Greenfield, WI

PINS: 646-0190 through 646-0243

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EXHIBIT A-4
LEGAL DESCRIPTION OF OAKS WESTVIEW PROPERTY

Being a redivision of Parcel 1 of Certified Survey Map No. 7048, being a part of Parcel 1 and Parcel 2 of Certified Survey Map No. 5208, being a redivision of Parcel 4 of Certified Survey Map No. 5037, being a redivision of part of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Address: 5205-5293 South Acorn Lane, Greenfield, WI

PINS: 646-0243 through 646-0252

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EXHIBIT B
PROPORTIONATE SHARE

Road Share - Allocation by Association	
Hidden Road	
42	The Oaks of Greenfield
10	The Oaks Westview
25	Hidden Oaks (6 additional units use Tuckaway)
54	Gazebo
131	Total units use Hidden Road
0.32061	The Oaks of Greenfield
0.07634	The Oaks Westview
0.19084	Hidden Oaks (6 additional units use Tuckaway)
0.41221	Gazebo
1.00000	Total percent allocated
Old Oak Drive Main (excludes spur 3501-3531)	
42	The Oaks of Greenfield
10	The Oaks Westview
52	Total units use Hidden Road
0.80769	The Oaks of Greenfield
0.19231	The Oaks Westview
1.00000	Total percent allocated
Acorn Lane (excludes spur 5260-5298)	
42	The Oaks of Greenfield
10	The Oaks Westview
52	Total units use Hidden Road
0.80769	The Oaks of Greenfield
0.19231	The Oaks Westview
1.00000	Total percent allocated

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